



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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December 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. H-700127
WITH UNIVERSITY CHILDREN'S MEDICAL GROUP
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to County Agreement No. H-700127 with University Children's Medical Group at Harbor/UCLA Medical Center, for a 12-month extension, effective January 1, 2006 through December 31, 2006, at a total net County cost of \$13,950.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S):

In approving this action, the Board is authorizing the Department of Health Services (Department) to continue the provision of sleep disorder interpreter studies performed by University Children's Medical Group at Harbor/UCLA Medical Center (Harbor/ UCLA), for patients suspected or diagnosed with sleep disorders. The extension will provide the time necessary for the Department to conduct a Request For Qualifications (RFQ) solicitation process.

FISCAL IMPACT/FINANCING:

The total funding for the continuation of sleep disorder studies is \$13,950. Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved the execution of various new agreements through delegated authority to the Director for services previously obtained through a purchase order process, effective July 1, 2003 through December 31, 2003. University Children's Medical Group was included in the various agreements to be executed.

On December 16, 2003 and December 14, 2004, the Board approved amendments for 12-month extensions of the existing agreement to continue the provision of sleep disorder studies for patients at Harbor/UCLA.

Amendment No. 3 will extend the term of the agreement for an additional 12 months to allow the sleep disorder services to continue without interruption for patients at Harbor/UCLA.

Sleep disorder studies require that the contractor's staff be qualified in the area of sleep medicine and pediatric sleep apnea to interpret and diagnose the sleep disorder studies. Once the sleep studies are interpreted, a report is prepared and sent to the referring physician(s).

The Department has determined that the agreement is not a Proposition A agreement, and therefore is not subject to the provisions of the County's Living Wage Program.

County Counsel has approved the amendment (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It has been determined that there is a long term and ongoing need for the sleep disorder services at Harbor/UCLA. The service cannot be provided by County personnel.

Because there are several potential providers of sleep disorder services available in the Southern California area, the Department intends to release an RFQ solicitation process within the 12-month extension period.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure the ongoing provision of sleep disorder study services to patients with suspected or diagnosed sleep disorders at Harbor/UCLA.

The Honorable Board of Supervisors
December 1, 2005
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh
BLETC4036:GH

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. Type of Service:

Sleep disorder studies for patients at Harbor/UCLA.

2. Name and Address of Contact Person:

University Children's Medical Group
6430 Sunset Boulevard, Suite 600
Los Angeles, California 90028
Attention: Dave J. Baker, Contract Manager
Telephone: (323) 669-4671

3. Term:

The term of the amendment will be effective January 1, 2006 through December 31, 2006.

4. Financial Information:

The total funding for the continuation of sleep disorder studies is \$13,950. Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

5. Approvals:

Harbor/UCLA Medical Center:	Tecla Mickoseff, Chief Executive Officer
Contracts and Grants:	Cara O'Neill, Chief
County Counsel:	Elizabeth J. Friedman, Senior Deputy County Counsel

Contract No. H-700127-3

INTERPRETER SLEEP STUDY SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006

by and between COUNTY OF LOS ANGELES (hereafter
"County").

and UNIVERSITY CHILDREN'S MEDICAL GROUP
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "INTERPRETER SLEEP STUDY SERVICES AGREEMENT", dated
June 17, 2003, and further identified as County Agreement No.
H-700127, and any amendments thereto (all hereafter referred to
as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on
January 1, 2006.

of County for all services provided hereunder to the Harbor-UCLA Medical Center shall not exceed Thirteen Thousand, Nine Hundred Fifty Dollars (\$13,950).

6. Paragraph 25, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional Provisions, shall be amended to read as follows:

"25. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during their term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 U.S.C section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any and all existing agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period

8. Exhibit A-2 and Schedule A-2 shall be replaced by Exhibit A-3 and Schedule A-3, attached hereto and incorporated herein by reference.

9. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

UNIVERSITY CHILDREN'S MEDICAL GROUP
Contractor

By _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMND:CD4037.gh
gh:10/31/05

UNIVERSITY CHILDREN'S MEDICAL GROUP
STATEMENT OF WORK

INTERPRETER SLEEP DISORDER STUDY SERVICES AGREEMENT
January 1, 2006 through December 31, 2006

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of interpreter sleep study services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular phone), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling,

Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide interpretation of pediatric sleep studies for the evaluation of sleep breathing. Contractor shall read and interpret pediatric polysomnograms performed for the evaluation of sleep breathing.

Contractor shall provide analysis for sleep staging and identification of abnormal respiratory events during sleep. Contractor staff shall be qualified in the area of pediatric apnea to interpret and diagnose any sleep difficulties that lead to treatment of serious problems such as non-breathing spells.

4. PERSONS TO BE SERVED: Pediatric patients in the Coastal region of Los Angeles County.

5. COMPENSATION: County agrees to compensate Contractor for services performed at an hourly rate of \$150.00 for up to four hours per week.

6. PAYMENT: As noted in the body of the Agreement (i.e., Paragraph 4., Billing and Payment, of the Agreement body), the fee received for interpreter sleep study services, effective January 1, 2006 through December 31, 2006, shall be described in

Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontract and/or consultant services.

9. REPORTS: Results of analyses completed shall be typed and returned to the referring physician within 3 weeks from completion of the sleep study.

10. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test), and is able to perform the assigned duties.

11. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Agency ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

SCHEDULE A-3

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
HARBOR-UCLA MEDICAL CENTER

JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

FEE SCHEDULE

Annual Amount (\$150 per hour/approx. 86 hours)	\$12,900
Contingency Amount (\$150 per hour/approx. 7 hours)	<u>\$ 1,050</u>
MAXIMUM OBLIGATION	\$13,950